

**CONTRACT TO PUBLISH  
THE OHIO OFFICIAL REPORTS**

**SUPREME COURT OF OHIO  
October 1, 2001**

## CONTRACT TO PUBLISH THE OHIO OFFICIAL REPORTS

### INTRODUCTION

1. This contract to publish the Ohio Official Reports is made between West Group, Eagan, Minnesota, the Ohio State Bar Association ("OSBA"), and the Supreme Court of Ohio. West Group has entered into a separate contract with the OSBA for the printing and distribution of the OSBA's edition of the Ohio Official Reports advance sheets. Together, West Group and OSBA shall be known as joint official publishers of the Ohio Official Reports.

### TERM

2. The contract for the publication of the Ohio Official Reports shall be for a term of five years beginning July 1, 2001, and ending at midnight on June 30, 2006. The parties to the contract may by written agreement extend the contract for a period of one, two, three, four, or five additional years.

### BOUND VOLUMES; SUPREME COURT'S WEBSITE

3. The Ohio Official Reports is composed of the Ohio State Reports, Third Series ("Ohio St.3d"), the Ohio Appellate Reports, Third Series ("Ohio App.3d"), and the Ohio Miscellaneous Reports, Second Series ("Ohio Misc.2d"). Ohio St.3d is currently published in a separate bound volume, while Ohio App.3d and Ohio Misc.2d are published together in a combined bound volume. Throughout the initial five-year term of the contract, Ohio St.3d shall continue to be published in its own separate bound volume, while Ohio App.3d and Ohio Misc.2d shall continue to be published in their own combined bound volume.

4. The Supreme Court reserves its right to examine publication options in light of emerging technologies and the experiences of other states. Some of

these options are the possibilities that publication of the combined bound volumes of Ohio App.3d and Ohio Misc.2d may be stopped and/or that all court of appeals opinions and selected trial court opinions may be posted to the Supreme Court's website. However, publication of combined bound volumes of Ohio App.3d and Ohio Misc.2d shall not be stopped during the initial five-year term of this contract.

#### FORMAT; PAPER QUALITY; TYPE SIZE

5. The series designations "Ohio St.3d," "Ohio App.3d," and "Ohio Misc.2d" shall be maintained. Bound volumes shall be numbered consecutively to and as a continuation of the current bound volumes.

6. Each of the bound volumes of Ohio St.3d, and the combined bound volumes of Ohio App.3d and Ohio Misc.2d, shall contain approximately nine hundred pages, including cases, tables, indexes, and other materials. Each volume shall be published on Restore Cote 60# book paper, or paper of a comparable archival quality, as agreed to by the parties in writing. The parties shall make all reasonable efforts to produce individual bound volumes that contain approximately the same number of pages so as to give the bound volumes a uniformity of appearance. All other dimensions of the bound volumes shall be identical to the dimensions of the current bound volumes of the Ohio Official Reports and be identical to their inside and outside layouts, cover, spine, style of type, color format, look, quality of paper, cover, printing, and binding. The page layouts and running heads of Ohio App.3d and Ohio Misc.2d shall accommodate the editorial enhancements of West Group, including summaries, key numbers, and headnotes, as agreed to by the parties. Case captions and cite-as lines for Ohio St.3d, Ohio App.3d, and Ohio Misc.2d shall be consistent with the usage prescribed by the Reporter. Cite-as lines for Ohio St.3d, Ohio App.3d, and Ohio Misc.2d may include references to document numbers or "WebCites" as used on the Supreme Court's website, and would be contained in the electronic copy or hardcopy of opinions provided by the Reporter to West Group for publication. Citations to the Northeastern Reporter, Second (and subsequent) Series, may be added by West Group to cite-as lines following the citations to Ohio St.3d, Ohio App.3d, or Ohio Misc.2d, and the WebCite. The title page of each bound volume will be modified to list the names of West Group and OSBA as joint official publishers.

7. Each page of Ohio St.3d, Ohio App.3d, and Ohio Misc.2d shall be in a single-column format, approximately 30 picas wide, with the text, excluding footnotes, set in type no smaller than ten points with the style of type to be Century

Light Roman 2. Pages of the advance sheets shall be the same size as those in the corresponding bound volumes.

### WEEKLY ADVANCE SHEETS

8. Advance sheets of Ohio St.3d, Ohio App.3d, and Ohio Misc.2d shall be published weekly, with the issue date being Monday, the anticipated date of receipt by the subscriber. The advance sheets shall combine materials for Ohio St.3d, Ohio App.3d, and Ohio Misc.2d into a single issue weekly.

### UNIFORM PAGINATION OF ADVANCE SHEETS

9. Advance sheets pages for Ohio St.3d, Ohio App.3d, and Ohio Misc.2d shall be uniformly paginated and in the same single-column, point-size, and type-style formats as will appear in the respective bound volumes for those reports.

### PAPER QUALITY OF ADVANCE SHEETS

10. The advance sheets shall be published on 22½# Directory paper, as approved by the Reporter.

### NUMBER OF PAGES; SUPPLEMENTAL ADVANCE SHEETS

11. The page count of issues of the weekly advance sheets may vary from week to week. The current standard for each advance sheets is 170 pages of text. Under this contract, the page count of an advance sheets may be greater than 170 to accommodate Supreme Court opinions and materials but may be smaller than 170 when few or no Supreme Court, court of appeals, and trial court opinions are available for publication. The Supreme Court may in its discretion modify the current page-count standard of 170 pages of text. During the term of this contract, four 240-page supplemental or “super” advance sheets may be published each year, one per quarter, at the discretion of the Reporter, to accommodate the publication of court of appeals and trial court opinions. The publication of the super advance sheets shall be at no additional charge to subscribers to the advance sheets.

## BINDING OF ADVANCE SHEETS

2. The advance sheets may be saddle stitched (stapled) or perfect bound.

## DISTRIBUTION OF ADVANCE SHEETS

13. The advance sheets and the OSBA edition of the advance sheets shall be mailed simultaneously to their respective subscribers or members according to a schedule that has been agreed to by West Group and OSBA in their separate contract. The Supreme Court is not a party to the West Group/OSBA contract and has incurred no obligations or liabilities thereunder.

## INVENTORY

14. West Group assumes the risk of selling the advance sheets and bound volumes of the Ohio Official Reports and shall maintain an adequate inventory of the bound volumes and advance sheets to meet reasonably anticipated demands for these products for a three-year period (bound volumes) and three-month period (advance sheets) following their publication.

15. Existing inventories of bound volumes of Ohio St., Ohio St.2d, Ohio St.3d, Ohio App., Ohio App.2d, Ohio App.3d, Ohio Misc. and Ohio Misc.2d belong to their respective publishers. West Group/OSBA is not required to obtain another publisher's inventory. Inventories of bound volumes and advance sheets published under this contract shall belong to West Group.

## MATERIALS TO BE PUBLISHED IN OHIO ST.3D

16. Materials published in Ohio St.3d shall include, but are not limited to, the following materials that have appeared in Ohio St.3d: opinions, entries, announcement lists, proposed rules, final rules, notices, bar examination results, lists of judges, tables of contents, tables of cases, tables of rules and statutes construed, tables of orders announced, indexes, digests, memorials, addresses, reports, color photographs of the Justices, and everything required to be published by the Reporter or by rule of court. West Group shall prepare at its expense all tables, lists, indexes, and other enhancements for the bound volumes and advance

sheets, consistent with current practices. West Group shall be required to assist in the editing of, checking of quotations in (“quote comparing”), adding parallel case citations and parallel page citations to, “spellchecking,” and proofreading of Ohio St.3d opinions and materials, as directed by the Reporter, in conformity with the Reporter’s style manual, as amended.

17. An index or digest may be published in the bound volumes and advance sheets in the West Group format typical of the format currently used in the Ohio Official Reports.

#### NO PUBLISHER’S HEADNOTES AS PART OF SUPREME COURT OPINIONS

18. West Group/OSBA shall not publish headnotes to accompany the text of Supreme Court opinions, but may include references to West Group’s Ohio Digest. West Group’s headnotes may be compiled as digests in the advance sheets and bound volumes.

#### MATERIALS TO BE PUBLISHED IN OHIO APP.3D and OHIO MISC.2D

19. Materials published in Ohio App.3d and Ohio Misc.2d shall include everything that is required to be published by the Reporter and shall include, but not be limited to, the following materials that have appeared in Ohio App.3d and Ohio Misc.2d: opinions, entries, proposed rules, final rules, notices, lists of judges, tables of cases, indexes, lists, and indexes for the bound volumes and advance sheets of Ohio App.3d and Ohio Misc.2d. Moreover, West Group shall prepare, at its expense, research and indexing headnotes in lieu of syllabuses. Writing courts may continue to submit syllabuses, which will be published as part of their opinions. West Group shall be required to assist in the editing of, checking of quotations in (“quote comparing”), adding parallel case citations and parallel page citations to, “spellchecking” and proofreading of Ohio App.3d and Ohio Misc.2d opinions and materials, as directed by the Reporter, in conformity with the Reporter’s style manual, as amended.

## GALLEYS AND THEIR CORRECTION

20. Ohio St.3d opinions and materials that have been received by West Group must be returned to the Reporter, at West Group's expense, in galley form as hard copies (6 copies) within two weeks of their receipt or earlier as may be required by the Reporter. Ohio App.3d and Ohio Misc.2d opinions and materials that have been received by West Group must be returned to the Reporter, at West Group's expense, in galley form as hard copies (2 copies) within two months of their receipt or earlier as may be required by the Reporter. Galleys of all other materials shall be returned by West Group to the Reporter's Office as hard copies within two weeks of their receipt or earlier as directed by the Reporter. West Group agrees to publish camera-ready copy of materials within 17 days of its receipt of those materials as camera-ready hard copies, provided that West Group receives the camera-ready hard copies by the usual Friday noon deadline.

21. Corrected galleys shall be returned to West Group by the Reporter, at West Group's expense; galleys corrected and returned will then be published in the advance sheets in the issue designated by the Reporter. Opinions shall be published in chronological order, with lower-numbered cases published before high-numbered cases, unless a different order of publication is required by the Reporter.

## PUBLICATION IN DESIGNATED ISSUE

22. Ohio St.3d, Ohio App.3d, and Ohio Misc.2d opinions and materials must be published in the specific issue of the advance sheets directed by the Reporter.

## ELECTRONIC TRANSMISSION TO WEST GROUP

23. Opinions of the Supreme Court and other materials in an electronic format shall be transmitted electronically to West Group via a modem-to-modem connection using West Group's "WestSend for Windows" software and sent to West Group in hard copy, at West Group's expense. The Supreme Court agrees to cooperate with West Group to begin sending the electronic versions of Supreme Court opinions and materials to West Group via an Internet-based, encrypted protocol should that protocol be mutually beneficial to the parties.

24. West Group may be required to set materials in type by keyboarding, scanning, or other means, at its expense, and to publish as photographs other materials, as diagrams, drawings, charts, correspondence, and exhibits.

### RESERVATION OF ELECTRONIC RIGHTS

25. The Supreme Court reserves the right to develop independently a system to transmit electronically and post its opinions and materials and those of the other courts of Ohio to the Supreme Court's website and databases and to other public websites and databases. Opinions and materials posted to the Supreme Court's website and databases may be maintained indefinitely for public access and use. The Supreme Court reserves the right to link its website to materials and websites of publishers and sources other than West Group and OSBA.

### CUSTOMIZED FINDLAW PAGE/SCREEN

26. West Group shall make accessible a link from the Supreme Court's website to a customized FindLaw first-page/screen, within a reasonable amount of time, but no later than December 31, 2001. FindLaw, a Web portal that facilitates finding legal resources on the Internet, shall create this customized FindLaw first-page/screen as approved by the Reporter, at West Group's expense. Users navigating between the Supreme Court's website and the customized FindLaw first-page/screen will be notified by FindLaw that they are entering or leaving the respective site by a notice/window. The customized FindLaw first-page/screen will be free of advertisements, accessible without logging in, cookie-free, and anonymous. The Supreme Court's customized FindLaw first-page/screen will provide links to selected Ohio and federal law-related cases and materials hosted by FindLaw, as well as links to FindLaw in its entirety, the OSBA's Casemaker Web Library, and a link back to the Supreme Court's website. In addition, links to law-related materials provided by publishers and sources other than West Group, FindLaw, and the OSBA may be made available from the customized FindLaw first-page/screen as approved by the Reporter, West Group, and FindLaw. As approved by the Reporter, Ohio and federal cases and materials made available from the customized FindLaw first-page/screen may include but are not limited to websites containing the following materials, understanding that West Group is not providing these materials and that they are links either to FindLaw-hosted content or to other external sites: Ohio Supreme Court opinions, Ohio court of appeals



opinions; Ohio Attorney General Opinions; articles on Ohio-related legal issues; United States Supreme Court opinions; United States Supreme Court docket, calendar, briefs, and miscellaneous information; United States Sixth Circuit opinions, forms and newsletter; United States Bankruptcy Court for the Northern District of Ohio forms; and an annotated United States Constitution; United States District Court for the Northern District of Ohio opinions; Ohio Session Laws; Ohio Constitution; Ohio Revised Code, Ohio Administrative Code, and bill information from the Ohio House of Representatives. Links made available on the customized FindLaw first-page/screen which are hosted by FindLaw, will be branded solely for FindLaw and will retain FindLaw advertisements; however, West Group and FindLaw where possible will endeavor to minimize logging in requirements and the use of cookies. Users selecting links from the customized FindLaw first-page/screen to interior pages/screens which are not hosted by FindLaw may encounter advertisements, may require logging in and may not be cookie-free, and use of such links may not be anonymous. West Group and FindLaw do not warrant or guarantee that links from the customized FindLaw first-page/screen to other websites will always be available, or that information contained in linked websites will be current or updated with regularity. The customized FindLaw first-page/screen may be modified and improved from time to time as agreed to by the parties, including adding or deleting links provided on the customized FindLaw first-page/screen.

#### PUBLISHER'S ENHANCEMENTS; COPYRIGHT; STAR PAGINATION

27. All enhancements made by West Group to Ohio St.3d, Ohio App.3d, and Ohio Misc.2d materials shall be copyrighted by it in its own name. Enhancements shall include, but are not limited to, key number classifications, headnotes, synopses, tables of cases, tables of contents, tables of orders announced, tables of laws and rules construed, indexes, Words and Phrases, digests, and In This Issue. A notice of copyright for West Group shall be placed prominently in each bound volume and issue of the advance sheets.

28. West Group shall obtain a copyright for the state of Ohio in all materials properly copyrightable by the state in each issue of the advance sheets and bound volumes published by it, at West Group's expense. To the extent permitted by law, the state of Ohio claims a copyright in the opinions and materials provided to West Group/OSBA for inclusion in the Ohio Official Reports. A notice of copyright for the state of Ohio shall be placed prominently in each bound volume and issue of the advance sheets.

29. The use of star pagination by unofficial publishers shall be permitted by the Supreme Court and West Group/OSBA. West Group/OSBA agrees to assign, and hereby assigns, any right it may have to pagination in the Ohio Official Reports to the Supreme Court of Ohio.

### PRICE

30. The price of the advance sheets and bound volumes of Ohio St.3d, Ohio App.3d, and Ohio Misc.2d shall be the market price for such goods. West Group will set the price, invoice, and retain the proceeds for the advance sheets, bound volumes, goods, and services West Group offers for sale to the public at the market price, without approval by the Supreme Court. The advance sheets and bound volumes shall be offered to the public on a nondiscriminatory basis. West Group agrees that during the first year of this contract, bound volumes of Ohio St.3d, Ohio App.3d, and Ohio Misc.2d shall cost \$29.00 per volume, exclusive of tax and transportation, and the advance sheets shall cost \$85.00 per year, exclusive of tax.

### OTHER CONSIDERATION TO THE SUPREME COURT

31. The proceeds of this contract shall be net to the Supreme Court (no monetary obligation shall be incurred by the Supreme Court under the contract). West Group shall provide to the Supreme Court 100 copies of each volume of Ohio St.3d, Ohio App.3d, and Ohio Misc.2d, the weekly advance sheets, and the yearly Ohio Rules of Court (State and Federal), or such equivalent books or services as the Supreme Court may direct. West Group shall also provide to the Supreme Court updates to the 15 sets of the Banks Baldwin Ohio Revised Code Annotated volumes provided under the current contract; 20 copies of Black's Law Dictionary (7th edition), or such equivalent books or services as the Supreme Court may direct; and one official reports bound volume of other states that are published and owned by West Group during the term of this contract, or such equivalent books or services as the Supreme Court may direct. The Supreme Court may negotiate additional copies of any of the print products noted above. During the term of this contract, West Group shall also continue its longstanding and kindly appreciated practice of providing complimentary books and CD-ROMs to the Justices and Judges of the Ohio Supreme Court and courts of appeals.

## FURTHER CONSIDERATION TO THE SUPREME COURT: WESTLAW SERVICES

32. West Group proposes the following two options for the provision of Westlaw electronic research services for the Supreme Court and the courts of appeals. All proceeds from the Supreme Court and Court of Appeals to West Group for access to and use of Westlaw will be retained by West Group. Upon executing this contract, the Supreme Court thereby chooses Option 2, but the Supreme Court may switch from Option 2 to Option 1 at any time within six months of the date of this contract:

### “Option 1

“West Group proposes to provide unlimited Westlaw use to the Supreme Court and the entire Court of Appeals as a package, for a fixed monthly charge of \$18,750.00, during the first year of the proposed contract, for Westlaw databases, features and services identified as Included Charges, as noted on the attached List of Included and Excluded Charges. Access and use of Westlaw databases, features and services noted as Excluded Charges would be billed according to the attached Schedule A Plan 2T to the Westlaw Subscriber Agreement, also attached. Only employees of the Supreme Court and Court of Appeals (‘Courts’), authorized by the Courts to use Westlaw would be allowed to access and use Westlaw, and such use must be solely for purposes directly related to the Courts’ research and work.

### “Option 2

- “For the Supreme Court, West Group proposes to continue to provide Westlaw according to the existing provisions of Modification No. 1 to the current contract, and will freeze the current fixed rate of \$4,178.00 per month for the first two years of the proposed contract, with a 5% annual increase in the charges in the remaining three years of the contract.
- “For the Court of Appeals Districts with existing individual fixed-rate Westlaw electronic Transmission Agreements, West Group proposes to maintain existing contracts for their respective terms, and renegotiate with the individual Districts when their current contracts expire.
- “For the Court of Appeals Districts that maintain Westlaw access at reduced hourly rates under the current Ohio Official Reports Contract, West Group proposed to negotiate individual fixed-rate Electronic Transmission Agreements with these courts, or to continue to provide Westlaw access at reduced hourly

rates, in exchange for the courts making their opinions available to West Group electronically.

- “For Court of Appeals Districts that have currently chosen not to have access to Westlaw, West Group proposes to make available a special six-month Westlaw trial offer that would provide access to standard Westlaw databases at a nominal fixed-rate. This would allow the remaining courts without Westlaw access to evaluate Westlaw electronic research services. After the trial period these courts would have the option to continue Westlaw access at hourly rates, or negotiate a fixed-rate Westlaw agreement.” (From the West Group/OSBA Response to the Request for Proposals to Publish the Ohio Official Reports, submitted April 27, 2001, at page 21.)

### JOINT PROPOSALS AND SUBCONTRACTING

33. Joint proposals and subcontracting by West Group are permitted. The failure of any subcontractor to perform satisfactorily in connection with any prior public bid, proposal, or public contract may constitute a basis upon which the Supreme Court may withhold approval of the use of that subcontractor by West Group to perform any services under this contract. No subcontractor may be employed by West Group to perform any of the obligations under this contract without the prior written approval of the Supreme Court, but approval shall be freely given and not unreasonably withheld. West Group is approved as a provider of goods and services related to Westlaw. FindLaw is approved as a provider of goods and services related to FindLaw.

### INVESTIGATION OF ABILITY TO PERFORM

34. In evaluating West Group/OSBA's performance under this contract, the Supreme Court shall have the right to make such investigations as it considers necessary to determine whether West Group/OSBA and any of its subcontractors are responsible and are properly performing the work and services required by the contract. West Group/OSBA and any of its subcontractors shall promptly furnish the Supreme Court with all records, information, and clarifications relevant to the performance of this contract requested by the Supreme Court and shall permit the Reporter or his designee, as agents of the Supreme Court, to observe their facilities, equipment, and offices.

### BOND REQUIRED

35. On or before September 1, 2001, West Group/OSBA shall demonstrate to the Supreme Court its compliance with the bond requirement of Section 2503.25 of the Revised Code.

### ONLINE, MICROFICHE, ULTRAFICHE, AND CD-ROM

36. With the approval of the Supreme Court, West Group may produce an online, CD-ROM, microfiche, ultrafiche, or other edition of the Ohio Official Reports for its profit.

### LAWS OF OHIO CONTROL

37. This publishing contract shall be construed and interpreted under the laws of Ohio. Venue for any actions under this contract shall be Franklin County, Ohio.

### NONDISCRIMINATION AND FULL COMPLIANCE WITH LAW

38. In performing work under this publishing contract, West Group/OSBA warrants that it will be in full compliance with all state and federal laws and regulations, including the equal employment opportunity requirements of Section 125.111 of the Revised Code.

### INDEPENDENT CONTRACTOR

39. West Group/OSBA shall be considered independent contractors and not agents or employees of the Supreme Court.

### BREACH OF CONTRACT AND CURE

40. West Group/OSBA agrees that, upon failure or neglect on its part to perform any of the terms of this contract, the contract may be declared null and void and that the Reporter may upon written notice to West Group/OSBA declare the same null, void, and of no force or effect, in which event West Group/OSBA shall surrender any and all right, title, and interest vested or to be vested, except for copyright and other proprietary interests. Such default shall not be arbitrarily declared. Before such default can be declared, West Group/OSBA shall be given written notice of the default and shall be given a reasonable time to tender satisfactory performance.

### CONFIDENTIALITY

41. Procedures for the release of materials shall be established by agreement of the parties. West Group/OSBA shall maintain the confidentiality of materials furnished by the Supreme Court, the Reporter's Office, or courts of appeals, prior to their public dissemination. Failure to comply with this paragraph constitutes a material breach of this contract.

### ADVERTISING

42. No advertisements shall be permitted in the bound volumes of the Ohio Official Reports, except with the written permission of the Supreme Court. The advance sheets and super advance sheets, as well as the OSBA edition of the advance sheets and super advance sheets, may include advertisements in the nature currently running in the advance sheets.

### CORRECTION OF ERRORS

43. Perceived errors or other questions concerning opinions or other materials submitted to West Group are to be called to the attention of the Reporter upon discovery. West Group shall spellcheck all Ohio St.3d opinions and materials, and perform the identical verification procedures as West Group shall perform on Ohio App.3d and Ohio Misc.2d materials. The Reporter shall inspect

all work and workmanship submitted by West Group for compliance with the terms and specifications agreed upon, and inferior and unsatisfactory work and workmanship will be rejected and returned to West Group, which shall promptly correct deficiencies at no cost to the Supreme Court or subscribers. Inspection and acceptance of completed work by the Reporter shall not be deemed a waiver of West Group's responsibility to correct defects.

44. West Group shall cooperate with the Reporter in making requested changes in opinions and all other materials submitted to or prepared by West Group prior or subsequent to publication of the advance sheets and bound volumes, even if errors have been introduced to the opinions and materials by the Reporter. West Group understands that opinions and other materials may be withdrawn from publication upon short notice. West Group shall cooperate with the Reporter in maintaining the current system to compare documents electronically so that the Supreme Court opinions posted to the Supreme Court's website are identical in content to the Supreme Court's opinions published in the advance sheets and bound volumes. In the event that errata publication is necessary, West Group agrees to provide for sticky-back corrections to be inserted either in the front of the affected volume, on the affected page, or on the cover or spine, as directed by the Reporter, at West Group's expense.

#### WAIVER OF BREACH

45. No provision of this contract shall be deemed waived and no breach excused without a signed waiver. A waiver of a breach shall not constitute a waiver of any other breach.

#### MODIFICATIONS

46. Modifications to this contract must be reduced to writing and signed by persons authorized to sign for each party.

### ENTIRE AGREEMENT; PARTIAL INVALIDITY

47. This contract shall constitute the entire agreement of the parties. The illegality of any provision of this contract shall not invalidate the remainder of the contract.

### CHANGE IN PUBLISHER

48. West Group/OSBA agrees that whenever there is a change in publishers, it will cooperate fully with the Reporter and the succeeding publisher, and will return to the Reporter all materials required by the Reporter.

### SETTLEMENT OF DISPUTES

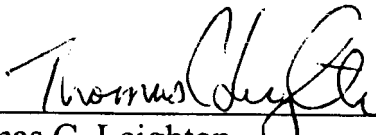
49. West Group/OSBA agrees that the printing and publication of the Ohio Official Reports shall be under the supervision and direction of the Reporter and subject at all times to the approval of the Chief Justice of the Supreme Court to whom all matters in dispute shall be referred for final and binding resolution on the parties.

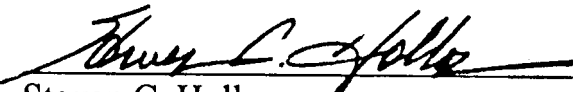


APPROVED AND ACCEPTED BY

WES' GROUP

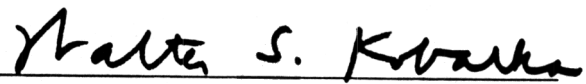
SUPREME COURT OF OHIO

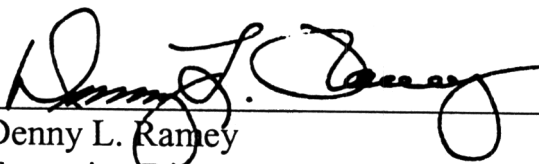
  
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Thomas C. Leighton  
Vice President, Government Segment  
West Group

  
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Steven C. Hollon  
Administrative Director  
Supreme Court of Ohio

Date Oct 3, 2000

OHIO STATE BAR ASSOCIATION

  
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Walter S. Kobalka  
Reporter of Decisions  
Supreme Court of Ohio

  
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Denny L. Ramey  
Executive Director  
Ohio State Bar Association

Date Sept. 27, 2001

Date Oct 9, 2001